



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT3034 1
EFFECTIVE BEGIN DATE: 09-01-2006
EXPIRATION DATE: 08-31-2007
PAGE: 1 of 6

BUYER : JEANETTE CHUPP
Jeanette.Chupp@iowa.gov
515-281-6288

FOB FOB Dest, Freight Prepaid

PAYMENT TERMS (%): DAYS:

VENDOR:

TransCor America LLC
646 Melrose Ave

Nashville, TN 37211
USA

VENDOR CONTACT:

Ginger Fulcher

PHONE: 615-240-4454

EXT:

EMAIL: gfulcher@transcor.com

VENDOR #: 62180609900

DESCRIPTION OF ITEMS CONTRACTED

Transportation of Violent Prisoners.

Transportation of Violent Prisoners per the terms and conditions of State of Iowa, RFP70500S103 dated July 22, 2005.

* Contract Number has been revised from CT2526 to CT3034.

* See RFP Cost Proposal Attached

RENEWAL PERIODS

FROM 09-01-2007 TO 08-31-2008

FROM 09-01-2008 TO 08-31-2009

FROM 09-01-2009 TO 08-31-2010

FROM 09-01-2010 TO 08-31-2011

THRESHOLDS

MINIMUM ORDER AMOUNT:

MAXIMUM ORDER AMOUNT:

NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

ALL

TOTAL \$0.00

VENDOR:

APPROVED BY:

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CT3034 1

EFFECTIVE BEGIN DATE: 09-01-2006
EXPIRATION DATE: 08-31-2007
PAGE: 2 of 6

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000		9189690	\$0.000000
			TRANSPORTATION CONSULTING	\$0.000000
			Transportation of Violent Prisoners per the terms and conditions of State of Iowa RFP70500S103 of July 22, 2005. Contract is awarded to TransCor America, LLC, USDOT #426551 and MC #239934.	
2	0.00000		96339	\$0.000000
			Fees (Not Otherwise Classified)	\$0.000000
			TRIP CANCELLATION FEE: The State reserves the right to cancel any transportation order, within 24-hours after placing the order, and incur no fee of any type. After a 24-hour grace period, if TransCor is en route or attempts to pick up a prisoner and that pickup is canceled, the State may be assessed a trip cancellation fee in an amount not-to-exceed, fifty percent (50%) of the original mileage charge for that single trip.	
3	0.00000		95861856003	\$0.000000
			PERFORMANCE BOND	\$0.000000
			The required insurance certificates, performance bond and fidelity bond shall be supplied to Sheryl Lockwood, DOC Project Manager or Jeanette Bucklew, DOC Contract Administrator at FAX #515-725-5799.	
4	0.00000		96339	\$0.000000
			Fees (Not Otherwise Classified)	\$0.000000
			A fifty percent (50%) discount shall be applied to the trip mileage fee, for each ADDITIONAL passenger (2nd, 3rd, etc.) transported between the same pickup and drop-off points at the same time.	
5	0.00000		9637978	\$0.000000
			Surcharges, Fuel	\$0.000000
			A diesel fuel surcharge MAY be applied ONLY in the event the average price of diesel fuel (based on the average price on the current Department of Energy Report EIA-888) exceeds \$2.00 per gallon in the amount of four and one-half percent (4.5%) of the base mileage price applied for regular scheduled one-way ground transportation per prisoner per trip.	
6	0.00000	EA	96339	\$200.000000
			Fees (Not Otherwise Classified)	\$0.000000
			ONLY in the event of Court Appearance or Release Date transportation which requires strict scheduling not provided for in regularly scheduled trips, a \$200.00 court date/release date surcharge MAY be applied per prisoner per trip.	
8	0.00000	MILE	96182	\$1.050000
			Transportation Services (Not Otherwise Classified)	\$0.000000
			One-way ground transportation for regular scheduled trips shall be assessed at \$1.05/mile for male and \$1.15/mile for female prisoners by the current PC Miler route mileage tariff I.C.C. #ALKP-1001B for contract period 9-1-2006 thru 8-31-2007.	
9	0.00000	MILE	96182	\$1.250000
			Transportation Services (Not Otherwise Classified)	\$0.000000



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CT3034 1

EFFECTIVE BEGIN DATE: 09-01-2006
EXPIRATION DATE: 08-31-2007
PAGE: 3 of 6

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
			One-way ground transportation for regular scheduled trips shall be assessed at \$1.25/mile for male and \$1.35/mile for female prisoners by the current PC Miler route mileage tariff I.C.C. #ALKP-1001B for contract RENEWAL from 9-1-2007 thru 8-31-2008.	
10	0.00000	MILE	96182	\$1.350000
			Transportation Services (Not Otherwise Classified)	\$0.000000
			One-way ground transportation for regular scheduled trips shall be assessed at \$1.35/mile for male and \$1.45/mile for female prisoners by the current PC Miler route mileage tariff I.C.C. #ALKP-1001B for contract RENEWAL from 9-1-2008 thru 8-31-2009.	
11	0.00000	MILE	96182	\$1.500000
			Transportation Services (Not Otherwise Classified)	\$0.000000
			One-way ground transportation for regular scheduled trips shall be assessed at \$1.50/mile for male and \$1.60/mile for female prisoners by the current PC Miler route mileage tariff I.C.C. #ALKP-1001B for contract RENEWAL from 9-1-2009 thru 8-31-2010.	
12	0.00000	MILE	96182	\$1.600000
			Transportation Services (Not Otherwise Classified)	\$0.000000
			One-way ground transportation for regular scheduled trips shall be assessed at \$1.60/mile for male and \$1.70/mile for female prisoners by the current PC Miler route mileage tariff I.C.C. #ALKP-1001B for contract RENEWAL from 9-1-2010 thru 8-31-2011.	
14	0.00000	TRIP	96339	\$350.000000
			Fees (Not Otherwise Classified)	\$0.000000
			Minimum trip fee assessed per prisoner per trip for the contract period from 9-1-2006 thru 8-31-2007.	
15	0.00000	TRIP	96339	\$400.000000
			Fees (Not Otherwise Classified)	\$0.000000
			Minimum trip fee assessed per prisoner per trip for contract RENEWAL period from 9-1-2007 thru 8-31-2008.	
16	0.00000	TRIP	96339	\$400.000000
			Fees (Not Otherwise Classified)	\$0.000000
			Minimum trip fee assessed per prisoner per trip for contract RENEWAL period from 9-1-2008 thru 8-31-2009.	
17	0.00000	TRIP	96339	\$450.000000
			Fees (Not Otherwise Classified)	\$0.000000
			Minimum trip fee assessed per prisoner per trip for contract RENEWAL period from 9-1-2009 thru 8-31-2010.	
18	0.00000	TRIP	96339	\$450.000000
			Fees (Not Otherwise Classified)	\$0.000000
			Minimum trip fee assessed per prisoner per trip for contract RENEWAL period from 9-1-2010 thru 8-31-2011.	
19	0.00000		96182	\$0.000000
			Transportation Services (Not Otherwise Classified)	\$0.000000
			One single exception requested by TransCor America, LLC, to the	



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT3034 1

EFFECTIVE BEGIN DATE: 09-01-2006
EXPIRATION DATE: 08-31-2007
PAGE: 4 of 6

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
			State of Iowa Terms and Conditions of RFP70500S103 Section 2.14 INDEMNIFICATION; CONSEQUENTIAL AND INDIRECT DAMAGES is hereby rejected, and shall NOT be included in this contract.	
			All other exceptions requested by TransCor America, LLC are hereby approved and included in this contract.	
20	0.00000		. 96182	\$0.000000 \$0.000000
			Transportation Services (Not Otherwise Classified)	
			. State of Iowa Contacts: - Jeanette Bucklew, DOC Contract Administrator, FAX 515-725-5799 or E-Mail Address: Jeanette.Bucklew@iowa.gov - Sheryl Lockwood, DOC Project Manager, FAX 515-725-5799 or E-Mail Address: Sheryl.Lockwood@iowa.gov - Jeanette Chupp, DAS Purchasing Agent, FAX 515-242-5974 or E-Mail Address: Jeanette.Chupp@iowa.gov . TransCor America, LLC Contacts: - Sharon Johnson Rion, President & CEO, FAX 615-240-4403 - Ashley Nimmo Turner, Director of Communications & Government Relations, FAX 615-240-4403 or E-Mail Address: ANimmo@transcor.com . .	



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CT3034 1
EFFECTIVE BEGIN DATE: 09-01-2006
EXPIRATION DATE: 08-31-2007
PAGE: 5 of 6

TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

- A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
- B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
- C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

- D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT3034 1
EFFECTIVE BEGIN DATE: 09-01-2006
EXPIRATION DATE: 08-31-2007
PAGE: 6 of 6

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

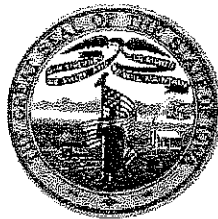
TransCor

Original Cost Proposal for Prisoner Transportation (RFP 70500S103)

Bids Due By:

Friday, July 22nd, 2005, by 1:00 p.m. C.S.T.

Issuing Officer: Jeanette Chupp, Purchasing Agent III



**State of Iowa
Department of Administrative Services
General Services Enterprise
For the
Iowa Department of Corrections**

ORIGINAL

Submitted By:
Sharon Johnson Rion
President & Chief Executive Officer
TransCor America, LLC
646 Melrose Avenue
Nashville, TN 37211
Phone: (615) 240-4417
srion@transcor.com

ATTACHMENT IV. RFP 70500S103

COST PROPOSAL RESPONSE FORM COVER SHEET

**PROSPECTIVE VENDOR: COMPLETE, SIGN AND SUBMIT THIS FORM WITH YOUR
COST PROPOSAL**

IOWA DEPARTMENT OF CORRECTIONS

PRISONER TRANSPORTATION PROJECT

COVER SHEET

Submitted by: Sharon Johnson Rion, President & CEO

Firm Name: TransCor America, LLC

Mailing Address: 646 Melrose Avenue

Nashville, TN 37211

Payment Address: P.O. Box 415000-MSC-30268

Nashville, TN 37241-5000

Telephone: (615) 251-7008

Fax: (615) 240-4403

E-Mail: srion@transcor.com

Authorized Signature: 

Print Name of Authorized Signer: Sharon Johnson Rion

Title of Authorized Signer: President and CEO

Date of Submittal: July 21, 2005



**ATTACHMENT V. RFP70500S103
COST PROPOSAL**

PROSPECTIVE VENDOR: COMPLETE, SIGN AND SUBMIT THIS COST PROPOSAL

FEE SCHEDULE:

The undersigned agrees to perform prisoner transportation services for the State of Iowa, Department of Corrections, in accordance to the scope of work, terms and conditions of Request for Proposal No. 70500S103 and Vendor's response to same at the fees itemized below:

<u>Service:</u>	<u>Fee Assessed by</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>
One-Way Ground Transportation for regular scheduled trips per prisoner per trip	Per mile by the current PC Miller route mileage tariff I.C.C. #ALKP-1001B.	\$ 1.00 per mile	\$ 1.05 per mile	\$ 1.25 per mile	\$ 1.35 per mile	\$ 1.50 per mile	\$ 1.60 per mile
Minimum Trip Fee assessed per prisoner per trip	Per prisoner per trip	\$ 350.00	\$ 350.00	\$ 400.00	\$ 400.00	\$ 450.00	\$ 450.00
(Optional) Prompt payment Discount	Applied to invoices paid immediately upon receipt via credit card	0 %	0 %	0 %	0 %	0 %	0 %

a. Per Mile Surcharge for Female Prisoners

\$0.10

b. Surcharge for Form VI:

\$50.00

In the space provided below, describe any enhancements (Section 3.2, Sub-Section C.), that are included in the Proposal pricing offered above.

Submitted by: (Name of Vendor) TransCor America, LLC

Chupp, Jeanette [DAS]

From: Ashley Turner [ANimmo@transcor.com]
Sent: Thursday, July 27, 2006 9:52 AM
To: Chupp, Jeanette [DAS]
Subject: Re: State of Iowa, Prisoner Transportation Contract CT2526
Attachments: IA DOC_2006Renew Memo_072606.doc

Jeanette,
 Please find attached the completed Renewal Assessment memo. I completed it as fully as I was able. If there is additional information that you need or if I incorrectly responded to something, please let me know and I will take care of it.

We have also reviewed the current contract form, to include the rate adjustment information, and are satisfied.

TransCor is pleased to continue providing safe, secure and reliable prisoner transportation services to the State of Iowa. We look forward to continuing our partnership under another year of this contract. If there is any way that we can provide a better service, please do not hesitate to let us know.

Thanks,
 Ashley

Ashley Nimmo Turner
 Director Communications & Government Relations
 TransCor America, LLC
 646 Melrose Avenue
 Nashville, TN 37211
aturner@transcor.com
 615/240.4438
 F 615/240.4403

>>> "Chupp, Jeanette [DAS]" <Jeanette.Chupp@iowa.gov> 7/25/2006 3:12:47 PM >>>
 Hello Ashley Nimmo Turner, Government Relations at TransCor America, Phone 615-240-4438
 Attached are 2 documents concerning the Iowa Dept. of Corrections, Prisoner Transportation Contract CT2526:

- 1.) Standard Contract Review Memo on which the Dept. of Administrative Services would appreciate your comments and information concerning prisoner transportation services provided in the past year by TransCor. Please print, complete and return this memo either via E-Mail or FAX #515-242-5974.
- 2.) Current TransCor Contract Form which expires August 31, 2006. Please note the last 3-pages of this document include the original RFP cost proposal under which your Mileage Price is anticipated to increase from \$1.00 to **\$1.05 per mile effective September 1, 2006** (upon contract renewal).

Please review these documents and advise your approval to proceed with contract renewal, or what alternate action(s) you require.

If you have any concerns, please feel free to give me a call at phone 515-281-6288.

Thank you and have a great week!

Jeanette Chupp, C.P.M. – Purchasing Agent III
 State of Iowa, Dept. of Administrative Services
 Phone: 515-281-6288 FAX: 515-242-5974
 E-Mail: Jeanette.Chupp@iowa.gov
 Web-Address: www.das.gse.iowa.gov/iowapurchasing/

8/23/2006